

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. _____

478110607PL27786

STATE OF INDIANA,)

Plaintiff,)

v.)

RON STONE,)
individually and d/b/a)
STONE'S CONTRACTING,)

Defendant.)

FILED

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JUL - 6 2006

Dennis A. Snider
CLERK OF THE
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, RESTITUTION,
COSTS, AND CIVIL PENALTIES**

Plaintiff, State of Indiana, by Attorney General Stephen Carter and Deputy Attorney General Eric Jackson, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, and the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

PARTIES

1. Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-11-14.

2. Defendant, Ron Stone individually and doing business as Stone's Contracting, is an individual engaged in business as a home improvement contractor with a principal place of business at 2404 South Holt Road, Indianapolis, Indiana 46241.

FACTS

3. Since at least March 22, 2005, the Defendant has entered into home improvement contracts with Indiana consumers.

4. On March 22, 2005, the Defendant entered into a home improvement contract with Rodney and Kay Jordan ("the Jordans") of Indianapolis, Indiana wherein he agreed to construct a room addition for a price of Forty Thousand Three Hundred Fifty Four Dollars (\$40,354.00). A true and correct copy of Defendant's contract with the Jordans is attached and incorporated by reference as Exhibit "A."

5. The Defendant failed to include the following information in his contract with the Jordans:

- a. The names of any agent to whom consumer problems and inquiries could be directed;
- b. The approximate starting and completion dates of the home improvement;
- c. A statement of any contingencies that would materially change the approximate completion date; and
- d. Signature lines for the Jordans with a legible printed or typed version of their name placed directly after or below the signature.

6. The Defendant told the Jordans that he was licensed and would obtain all required permits for the job.

7. The Defendant obtained neither a contractor's license nor construction permit as required by the Indianapolis Department of Metropolitan Development prior to soliciting or engaging in the work at the Jordan's residence.

8. On or about March 22, 2005, the Jordans paid the Defendant an initial payment of Twenty Thousand Dollars (\$20,000.00).

9. On or about May 13, 2005, the Jordans paid the Defendant an additional payment of Fifteen Thousand Dollars (\$15,000.00).

10. The Defendant represented by implication that the job would be completed within a reasonable period of time.

11. The Defendant started but never completed the work on the Jordan's home.

12. On or about May 18, 2005, the work the Defendant performed on the Jordan's home was cited by the Marion County Department of Metropolitan Development, Division of Compliance for failing to comply with the local building code and the Department issued a Stop Work Order.

13. The Jordans have had other contractors inspect the work the Defendant performed and the contractors stated that the Defendant's work had no value and that the addition would have to be torn down and reconstructed.

COUNT I-VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT

14. The services described in paragraph 4 are "home improvements" as defined by Ind. Code § 24-5-11-3.

15. The transaction referred to in paragraph 4 is a "home improvement contract" as defined by Ind. Code § 24-5-11-4.

16. Defendant is a "supplier" as defined by Ind. Code § 24-5-11-6.

17. By failing to provide a completed home improvement contract containing the information referred to in paragraph 5, Defendant violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-10.

18. By commencing work on the Jordan's addition without the required license and permit, as referred to in paragraph 7 above, Defendant violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-9.

COUNT II – VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

19. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 18 above.

20. The transaction referred to in paragraph 4 is a "consumer transaction" as defined by Ind. Code § 24-5-0.5-2(a)(1).

21. Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

22. The violations of the Indiana Home Improvement Contracts Act referred to in paragraphs 17 and 18 above constitute deceptive acts in accordance with Ind. Code § 24-5-11-14.

23. By representing that the consumer transactions had the characteristics and benefits of complying with the building laws and regulations, as referred to in paragraphs 6 & 7 above, when the Defendant knew or should have known that it would not, the Defendant violated Ind. Code § 24-5-0.5-3(a).

24. By soliciting to engage in a consumer transaction without a license required by law, as set forth in paragraph 7 above, Defendant violated Ind. Code § 24-4-0.5-10(1)(A).

25. By failing to obtain the necessary licenses and permits prior to commencing the work, as referred to in paragraph 7 above, the Defendant violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-10(a)(1)(C).

26. The Defendant's representation that the work on the Jordan's home would be completed within a reasonable period of time but then failing complete the home improvement work, as set forth in paragraphs 10 and 11 above, violated the Act by representing that the

Defendant would complete the home improvements within a reasonable time, when he knew or should have known he could not, in violation of Ind. Code §24-5-0.5-3(a)(10).

**COUNT III-KNOWING AND INTENTIONAL VIOLATIONS OF THE DECEPTIVE
CONSUMER SALES ACT**

27. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 26 above.

28. The misrepresentations and deceptive acts set forth in paragraphs 4-13 were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant enjoining him from the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

- 1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- 2) The name and address of the home improvement supplier and the telephone number and name of any agent to whom consumer problems and inquiries can be directed;
- 3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- 4) A reasonably detailed description of the proposed home improvements;

5) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

6) The approximate starting and completion dates of the home improvements;

7) A statement of any contingencies that would materially change the approximate completion date;

8) The home improvement contract price; and

9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

c. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

d. soliciting to engage in a consumer transaction without a permit or other license required by law;

e. in the course of entering into home improvement transactions, failing to obtain the necessary license or permit as required by law prior to commencing any home improvement work; and

f. representing that the Defendant is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that he cannot.

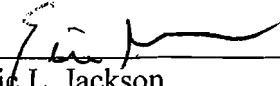
AND WHEREFORE, Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

- a. cancellation of the Defendant's contract with the Jordans pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution on behalf of the Jordans in the amount of Thirty Five Thousand Dollars (\$35,000.00) pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the maximum statutorily allowed amount per violation, payable to the State of Indiana;
- e. on Count III of the Plaintiff's Complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the maximum statutorily allowed amount per violation, payable to the State of Indiana; and
- f. all other just and proper relief.

Respectfully submitted,

STEPHEN CARTER
Attorney General of Indiana

By:


Eric L. Jackson
Deputy Attorney General
Atty. No. 19415-49

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Contract

Stones General Contracting has entered into a contract with Rodney Jorden. Stones General Contracting has been hired to build a 24 X 40 two story room addition with a 12 X 24 garage in it at the sum of \$40,354.00. The extra \$354.00 was added for 3 additional windows. Rodney Jorden agrees to the terms and conditions of this contract and the conditions of invoice # 100. By the signing of this contract gives Stones General Contracting authorization to begin construction. Construction will begin when the proper permits have been obtained. There will be no time set for project completion due to the start of the rainy season. If for any reason the payment schedule is not meet all construction will stop until payments are current. Stones Contracting agrees to comply with all construction according to invoice #100.

Payment Schedule is as follows:

\$20,000.00	1 st payment
\$15,000.00	2 nd payment
\$5,354.00	3 rd payment

Payments are due upon request by Ron Stone

Ron Stone
Ron Stone
Stone's General Contracting

3-22-05
Date

Rodney Jorden
Rodney Jorden

Kay Jorden
Kay Jorden

3/22/05
Date

2nd DRAW 5/13/05



**Stone's Contracting**

2404 South Holt Road
Indianapolis, IN 46241
Phone: 317-244-0464
Fax: 317-244-0464

Invoice

Number: 100

Date: March 22, 2005

Bill To:

Rodney Jordan

Job Location:

Rodney Jordan

PO Number	Terms	Project
		Room Add. / Garage
Description		Amount
Wiring supplied for 110 heaters - wiring only		
Plumbing - Mechanical Only - no stool, tub, sink, water heater or shower - water lines only		
Sewer - 4" PVC installed to existing line		
Steps going up stairs - Economy construction		
Customer to take out old garage		
Customer to finish all of the interior - Drywall, insulation, floor covering, paint, trim, etc.		
Stones contracting is willing to give pricing for additional work that customer would prefer to contract out		
Total		\$40,354.00

